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BellSouth Telecommunications, Inc
333 Commerce Street
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Nashville, TN 37201-3300

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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

615 214 6301
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July 13, 2004

VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Network Telephone Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00210

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Network Telephone Corporation and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 20, 2003. The Amendment amends Attachment 2 and the Notices provision of the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

A large, stylized handwritten signature in black ink, appearing to be "Guy M. Hicks".

Guy M. Hicks

cc Margaret Ring, Director, Regulatory Affairs, Network Telephone Corporation
Charles A. Hudak, Esq., Friend, Hudak & Harris, LLP

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Network Telephone Corporation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN Bellsouth TELECOMMUNICATIONS, INC.
AND NETWORK TELEPHONE CORPORATION
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Network Telephone Corporation ("Network Telephone") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 20, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Network Telephone and BellSouth state the following:

1. Network Telephone and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Network Telephone. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on June 20, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which amends Attachment 2 and modifies the Notices provision of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Network Telephone and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Network Telephone 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Network Telephone and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein

Network Telephone and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 13th day of July, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

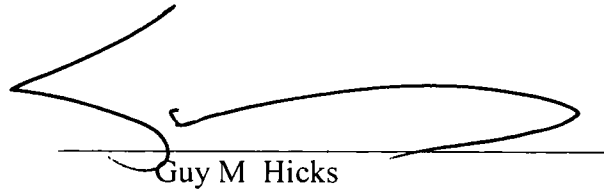
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 13th day of July, 2004:

Margaret Ring
Director, Regulatory Affairs
Network Telephone Corporation
815 South Palafox Street
Pensacola, Florida 32501

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346



Guy M Hicks

**Amendment
To the
Interconnection Agreement
Between
Network Telephone Corporation
and
BellSouth Telecommunications, Inc.
Dated June 20, 2003**

Pursuant to this Amendment, (the "Amendment"), Network Telephone Corporation (Network Telephone), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Network Telephone entered into the Agreement on June 20, 2003, and,

WHEREAS, BellSouth and Network Telephone are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004, and

WHEREAS, BellSouth and Network Telephone are amending the Agreement to modify Network Telephone's Notices Information,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs LNPCX, LNPCP, LNPCN, and LNPCC
- 2 The Parties agree to add the following language as Sections 4 1.1 and 5 6 4 of Attachment 2
 - In addition to other charges specified in this Agreement for Local Number Portability Network Telephone shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No 1 Tariff,
- 3 The Parties agree to modify Section 20 1 of General Terms and Conditions to delete Network Telephone's information in its entirety and replace with the following

Network Telephone Corporation

3300 N Pacc Boulevard
Pensacola, Florida 32505
Attn Margaret Ring
Director, Regulatory Affairs
Tel: (850) 465-1748
Fax (850) 470-9641

with a copy to.

Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346
Attn. Charles A Hudak, Esq.
Tel (770) 399-9500
Fax (770) 395-0000

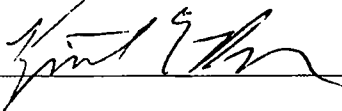
- 4 All of the other provisions of the Agreement dated June 20, 2003 shall remain unchanged and in full force and effect
- 5 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below

BellSouth Telecommunications, Inc.

Network Telephone Corporation

By



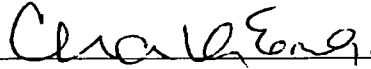
Name: Kristen E. Rowe

Title Director

Date:

06/08/04

By



Name: Charles A. Emley

Title: EVP

Date:

6 01.2004